

10. The timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. A. MUTHANNA,
District Forest Officer.

CHITALDRUG DISTRICT.

Resale Notification dated the 10th March 1939.

It is hereby notified for the information of the Public that the right of collecting and removing Than-gadi and Kakke barks on all Government unoccupied lands and State Forests in the following units from the date of confirmation of the sale up to end of June 1939 will be resold in public auction by the District Forest Officer, Chitaldrug District, at the risk of the original purchasers who have failed to pay up the 2nd and 3rd khist amounts due. The resale will commence at 2 P.M. on Saturday the 1st April 1939 at the District Forest Office, Chitaldrug.

No.	District	Name of unit	Date and place of resale
1	Chitaldrug District.	Chitaldrug Hobli	1st April 1939 at Chitaldrug District Forest Office.
2		Guntanur	
3		Thuruvannur	
4		Bharmasagar	
5		Chellakere	
6		Naikanahatti	
7		Parasarampur	
8		Talak	
9		Jagalur Taluk	
10		Hriyur Hobli	
11		Aimangala	
12		Hosadurga	
13		Madadakere	
14		Devasamudra	
15		Molkalmuru	
16		Javagondanahalli Hobli	
17		Dharmapura	
18		Holsikere Taluk	
19		Mathodu Hobli	
20		Srinampura Hobli	
21		Davangere Taluk	

N.B.—For conditions of resale, please see Chief Conservator's Notification No. E. 223-810-36, dated the 19th April 1937, published on pages 565 to 568 of Part VI of the *Mysore Gazette*, dated the 23rd April 1939.

L. SRINIVASA MURTHI,
District Forest Officer.

ENGINEERING DEPARTMENT

MANDYA DIVISION.

Notification dated 11th March 1939.

1. Sealed tenders will be received at the Office of the Executive Engineer, Mandya Division, up to 12 noon on 25th March 1939, for restoring the breached Cholenahelli Minor Tank, Nagamangala Taluk.

2. Tenders in the prescribed form obtainable from the Office of the Executive Engineer, Mandya Division, should be addressed to the Executive Engineer, Mandya Division, in a sealed cover and superscribed as "Tender for restoring Cholenahalli minor tank, Nagamangala." The name of the tenderer should also be superscribed on the top of the cover.
3. Each tender must be accompanied by a deposit of Rs. 500 (rupees five hundred only) paid to the Treasury to the credit of 17 (a) P. W. Deposits against the account of the Executive Engineer, Mandya Division Mandya, in cash as earnest money. The earnest money of the successful tenderer will be retained as security deposit for due fulfilment of the contract. Such a deposit in cash will not carry any interest.
4. The tenders will be opened in the presence of such tenderers who wish to be present on 25th March 1939 at Mandya Division. The final acceptance of the tender will rest with the Superintending Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.
5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form, for the due fulfilment of the contract and for the execution of all items of work in accordance with the Bombay specifications (1931) and also furnish a security deposit of Rs. 500 in addition to earnest money.
6. Failure to comply with the condition 5 above, or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.
7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.
8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office Mandya, on all working days between 11 A.M. and 5 P.M. and may be obtained from that officer on payment of Rs.
9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.
10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.
11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made the tenders are liable to rejection.
12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.
13. No reference should be made to the Public Works Department schedule of rates.
14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.
15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer, on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.
16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions, or additions, at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.
17. The work should be completed and handed over in a tidy condition to the Public Works Department by the end of December 1939, failing which the Executive Engineer may, at his discretion, levy a penalty of Rs. 5 per day which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.
18. In all matters of disputes of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.
19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.
20. The contract should not be sublet.
21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.
22. The contractors should arrange for the payment of royalty and tolls.

Note.—(A) The contractor should at his own cost—

- (1) Provide rods, stakes, ropes and labour required in setting out the works.
- (2) Provide all necessary scaffolding, centering labour and appliances for hoisting.
- (3) Provide mortar mills and sheds to keep materials under cover and also for workmen.

- (4) Arrange for protecting work during inclement weather.
- (5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves parabs shoring, strutting and other requisite protective appliances during the progress of the work.
- (6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
- (7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
- (8) Provide arrangements for pumping and baling of water from excavations and foundations, wherever and whenever necessary with his own pumping apparatus, including necessary leading drains, slump pits, etc.
- (9) Afford facilities to any other parties employed upon the work by the P.W.D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.
- (10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary provide for the same by Insurance at the proper time.

Note.—(b) It is the business of the contractor to make own arrangements for his quarries and supplies of materials.

Abstract estimate for restoring Cholenahalli Minor Tank, Nagamangala Taluk.

No.	Items of work	Unit	Rate	Quantity	Cost
<i>I. Bund.</i>			Rs. a. p.		Rs.
1	Clearing jungle and cutting grips, etc.	L. S.	..	..	50
2	Earthwork to bund carrying, putting, watering and tamping ..	C.yd.	0 4 0	6,035	
3	Resetting rough stone work, old whenever it is displaced very much ..	L. S.	..	..	100
4	Turfing the bund ..	Sqr.	0 8 0	410.00	
5	Providing and fixing new grade stones ..	No.	1 8 0	14	
6	Do Index stones ..	"	0 8 0	14	
7	Do B. M. Stones ..	"	3 0 0	2	
8	Do Reg. No. Stone ..	"	5 0 0	1	
9	Do gange stone including cutting figures and marking gauges and painting, etc., complete ..	"	15 0 0	1	
<i>II. Breach.</i>					
1	Removing silt and sand in the breach ..	C.yd.	0 2 0	315	
2	Excavation in foundation in soft and hard rock ..	C.yd.	2 0 0	10	
	Do do soft rock ..	"	0 8 0	20	
3	Benching in soft rock ..	S.ft.	0 2 0	200	
4	Cutting steps and grips on sides of breach ..	C.yd.	0 3 0	120	
5	E. W. for filling in breach with mixture of good gravel and clay in equal proportion including watering and tamping, etc., complete ..	C.yd.	0 6 0	2,687	
6	Puddle wall with good gravel mixture ..	"	0 12 0	474	
7	Size stone in cement mortar 1 : 6 ..	"	0 6 0	950	
8	Pointing with cement mortar (both faces of core wall) ..	Sqr.	3 8 0	9.50	
9	Gravel backing to revetment ..	C.yd.	0 7 0	236	
10	New stone revetment ..	"	1 8 0	288	
11	Turfing to slopes ..	Sqr.	0 8 0	62.00	
<i>III. Constructing a sluice at R. L. 40.00 at C. S. No. 3.</i>					
1	Earthwork excavating foundation ..	C.yd.	0 3 0	348	
2	Stone jelly in cement mortar 1 : 6 ..	"	0 5 6	173	
3	Size stone in cement mortar 1 : 6 ..	C.ft.	0 6 0	1,465	
4	Cement mortar pointing to masonry wall ..	Sqr.	3 8 0	4.54	
5	Providing and fixing C. I. pipes 6" dia., including carting (joints being fixed in cement) ..	R.ft.	2 8 0	36	
6	Drilling holes in sill slabs, orifice and gibet slabs ..	No.	1 0 0	2	
7	Providing wooden plug and rod 1½" dia. with locking arrangements ..	"	15 0 0	1	
8	Refilling earth with watering and tamping ..	C.yd.	0 3 0	348	

No.	Items of work	Unit	Rate	Quantity	Cost
			Rs. a. p.		Rs.
	<i>IV. Constructing a Waste Weir 132' long at R. L. 50.00.</i>				
1.	Blasting and removing hard rock	S.ft.	2 0 0	50	
	Do soft rock	"	0 8 0	50	
2.	Benching rock	"	0 2 0	775	
3.	Cement concrete for filling loose pockets and making up unevenness	C.ft.	0 5 6	200	
4.	Size stone in cement mortar	"	0 6 0	2,290	
5.	Add for extra quantity as per deduction (viz., size stone)	"	0 6 0	569	
6.	Cement mortar pointing	Sqr.	3 8 0	15.65	
7.	Rough stone work new	C.yd.	1 8 0	48	
8.	Add for protective works if necessary	L. S.	..	..	87
	<i>V. Constructing an Aqueduct for sluice channel across the Kodihalla</i>	L. S.	..	..	400

M. V. KRISHNASWAMY IYENGAR,
Executive Engineer.

OFFICE OF THE ASSISTANT ENGINEER, HEADQUARTER RANGE, MYSORE.

Notification dated 11th March 1939.

1. Sealed tenders will be received at the Office of the Assistant Engineer, Headquarter Range, Mysore, up to 2 P.M. on 25th March 1939, for constructing Bewoor buildings (Post Office), Doddapet Circle, Mysore.

2. Tenders in the prescribed form obtainable from the Office of the Assistant Engineer, Headquarter Range, Mysore, on payment of rupee one for each form, should be addressed to the Assistant Engineer, Headquarter Range, and should be superscribed as "Tender for constructing Bewoor Buildings (Post Office), Doddapet Circle, Mysore." The name of the tenderer should also be superscribed on the sealed cover.

3. Each tender must be accompanied by a deposit of Rs. 4,000 only in cash or Government Security, Municipal Debentures, Post Office Cash Certificates (at cash payment value at the time of deposits and not face value), as earnest money. The earnest money of the successful tenderer will be retained as cash security for the due fulfilment of the contract. (Cash amount will not carry any interest.) In case of the acceptance of the tender, an addition of the five per cent of the estimated amount as security deposit should be paid at the time of executing the agreement in the Public Works Department Form. The amount of earnest money should be paid direct to treasury and the duplicate treasury challan submitted separately along with the tender.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 25th March 1939 at 4 P.M. The final acceptance of the tender will rest with the Government who do not bind themselves to accept the lowest or any tender, or to assign any reasons whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Assistant Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute the agreement in the departmental schedule contract form for the due fulfilment of the contract.

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force, will entail forfeiture of the earnest money.

7. Copies of contract documents, estimates and drawings may be seen at any time at the Office of the Assistant Engineer, Headquarter Range, Mysore, on all working days, between 11 A.M. and 5 P.M.

8. Specific rates should be given for each item in the schedule and the rates should be in rupees, annas and in multiples of three pies and expressed in words and figures.

9. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates tendered should include all such lumpsum items.

10. No alterations which are made by the tenderers in the contract documents in the nomenclature of the sanctioned sub-heads will be recognised and if corrections are made, the tenders will be liable to rejection.

11. There should be no corrections or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

12. No reference should be made to the Public Works Department current schedule of rates.

13. On the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.